



PSCAPE.005A

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Treider, et al. )  
App. No. : 09/447,524 )  
Filed : November 23, 1999 )  
For : ELECTRONIC FACTORING )  
Examiner : Unknown )

ESTABLISHMENT OF RIGHT OF ASSIGNEE TO TAKE ACTION  
AND  
REVOCATION AND POWER OF ATTORNEY

Assistant Commissioner for Patents  
Washington, D.C. 20231

Dear Sir:

The undersigned is empowered to act on behalf of the assignee below (the "Assignee"). A true copy of the original Assignment of the above-captioned application from the inventor(s) to the Assignee is attached hereto. This Assignment represents the entire chain of title of this invention from the Inventor(s) to the Assignee.

I declare that all statements made herein are true, and that all statements made upon information and belief are believed to be true, and further, that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that willful, false statements may jeopardize the validity of the application, or any patent issuing thereon.

The undersigned hereby revokes any previous powers of attorney in the subject application, and hereby appoints the registrants of Knobbe, Martens, Olson & Bear, LLP, 620 Newport Center Drive, Sixteenth Floor, Newport Beach, California 92660, Telephone (949) 760-0404, Customer No. 20,995, as its attorneys with full power of substitution and revocation to prosecute this application and to transact all business in the U.S. Patent and

App. No. : 09/47,524  
Filed : November 23, 1999

Trademark Office connected herewith. This appointment is to be to the exclusion of the inventor(s) and his attorney(s) in accordance with the provisions of 37 C.F.R. § 3.71.

Please use **Customer No. 20,995** for all communications.



Dated: \_\_\_\_\_

4/7/2000

ProfitScape, Inc.

By: \_\_\_\_\_

Kevin C. Trieder

Title: President & Chairman

Address: 6225 South Industrial Road  
Las Vegas, NV 89118

S:\DOCS\EMN\EMN-4829.DOC  
032200



COPY

PATENT AND INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, Kevin C. Treider and Julie M. Borges, residing in Clark County, Nevada ("Assignors"), are the owners of all rights in certain United States applications which are described in detail in Schedule A attached hereto and incorporated by reference, and certain foreign patent applications which are described in detail in Schedule B, attached hereto and incorporated by reference, and in certain other intellectual property described in detail in Schedule C, attached hereto and incorporated by reference; and

WHEREAS, ProfitScape, Inc., a Nevada corporation having a place of business at 6225 So. Industrial Road, Las Vegas, Nevada, 89118 ("Assignee"), is desirous of obtaining the entire right, title, and interest in, to and under the aforesaid applications and intellectual property:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid, and other good and valuable consideration, including the a loan by the Assignee to each of the Assignors in the amount of \$15,000.00, the receipt of which is hereby acknowledged, Assignor has exclusively sold, assigned, transferred, and set over, and by these presents does hereby exclusively sell, assign, transfer, and set over unto Assignee, all of the applications and intellectual property described in the aforesaid schedules, any patents issuing therefrom, and the inventions described therein, for its own use and benefit, and for the use and benefit of its successors, legal representatives, and assigns, including:

1. The entire right, title, and interest in and to the United States applications as listed in Schedule A annexed hereto and made a part hereof, including all divisionals, continuations and continuations-in-part thereof, all patent applications claiming priority therefrom, and all patents which may be granted thereon, all rights of priority therein, all reissues and re-examinations and extensions thereof, and in and to the inventions disclosed therein.

2. The entire right, title, and interest in and to foreign applications as listed in Schedule B annexed hereto and made a part hereof, including all divisionals, continuations and continuations-in-part thereof, and all patents of any country which may be granted thereon and reissues, renewals and extensions thereof, all rights of priority therein, and all applications for intellectual property protection, which may hereafter be filed that correspond to the existing applications in Schedules A or B, including without limitation, all applications for patents, utility models, and designs; together with the right to file such applications and the right to claim priority from prior applications under the patent laws of the United States or other countries under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including without limitation, patents, applications, utility models, inventors' certificates, and designs which may be granted for said patents, and all extensions, renewals and reissues thereof.

3. The entire right, title and interest in all claims for damages and all remedies arising out of any violation or infringement of any patent granted in connection with the applications listed on Schedule A or Schedule B, that may have occurred before the date hereof.

4. The entire right, title and interest in all Trade Marks, Service Marks, Copyrights and any other intellectual property listed on Schedule C.

AND ASSIGNORS HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or other evidence or forms of industrial property protection on application as aforesaid, to issue the same to Assignee in accordance with the terms of this instrument;

AND ASSIGNORS HEREBY further covenant and agree that they will do everything reasonably possible to aid Assignee, its successors, legal representatives, and assigns to obtain patents and other industrial property protection for said inventions in all countries at Assignee's sole expense;

AND ASSIGNORS FURTHER WARRANTS THAT: they are the true and lawful owners of all properties listed on Schedules A, B and C, and that they will execute further assignments for recordation of the conveyances recited herein as appropriate under the laws of the applicable country.

IN WITNESS WHEREOF, Assignor has executed this Assignment this 7<sup>TH</sup> day of APRIL, 2000.

ASSIGNOR

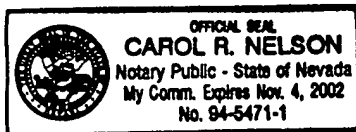
By [Signature]  
KEVIN C. TREIDER

STATE OF NEVADA )  
COUNTY OF CLARK )

On APRIL 7, 2000, before me, CAROL R. NELSON, personally appeared Kevin C. Treider personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



[Signature]  
Signature

11-4-02  
Expiration Date

ASSIGNOR

By Julie M. Borges  
JULIE M. BORGES

STATE OF NEVADA )  
COUNTY OF CLARK )

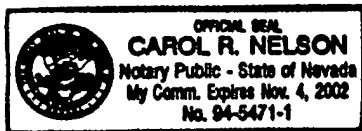
On APRIL 7, 2000, before me, Julie M. Borges, personally appeared Julie M. Borges personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Carol R. Nelson  
Signature

11-4-02  
Expiration Date



## SCHEDULE A

### United States Patent Applications

<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
Application No. 09/447,524	23 Nov. 99	Electronic Factoring
Provisional Patent 60/109,600,	23 Nov. 98	Electronic Factoring
Provisional Patent 60/113,144,	17 Dec. 98	Electronic Factoring
Provisional Patent PSAPE.004PR(KMOB) Internal ref. No.4	11 Feb. 00	Electronic Factoring
Provisional Patent 60/132,865	05 May 99	ProfitScape Software

## SCHEDULE B

### Foreign Patent Applications

<u>Country</u>	<u>Number</u>	<u>Filing Date</u>	<u>Title</u>
PCT Application	PCT/US99/28076	23 Nov. 99	Electronic Factoring

## **SCHEDULE C**

### Trade Marks and Other Intellectual Property

net30, enet30, e-net30, net30 card, creditscape, ProfitScape,